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14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16

17 ADAM SHAW, PETER
18 GOLIGHTLY, JUSTIN TURNER,
19 and JOSHUA STANSFIELD,
20 YONATAN KAMENSKY, HESTER
PRYNNE COATL, MATT
21 SAUERS, GEOFF DEARING,
22 NIKO SKARTVEDT, ANDREJ
SELIVRA, BRIAN BRADSHAW,
23 CASEY HANFORD, JEFFREY
HIGGINS, BEN OTTESON,
24 BRUCE MILLS, STEPHEN
25 HAGAN, SAMUEL HANNA,
ALEXEI GOUSEV, SCOTT
26 NEIWERT as individuals and on
27 behalf of all others similarly situated
28 and the general public,

Case No.: 5:16-cv-01924-EJD

SECOND AMENDED CLASS ACTION
COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiffs,

2 v.

3
4 WIZARDS OF THE COAST, LLC,

5 Defendant.
6
7
8
9

10 **COMPLAINT**

11 1. Plaintiffs, ADAM SHAW, PETER GOLIGHTLY, JUSTIN TURNER, and
12 JOSHUA STANSFIELD, YONATAN KAMENSKY, HESTER PRYNNE COATL,
13 MATT SAUERS, GEOFF DEARING, NIKO SKARTVEDT, ANDREJ SELIVRA,
14 BRIAN BRADSHAW, CASEY HANFORD, JEFFREY HIGGINS, BEN OTTESON,
15 BRUCE MILLS, STEPHEN HAGAN, SAMUEL HANNA, ALEXEI GOUSEV,
16 SCOTT NEIWERT (the “Plaintiffs”) allege as follows on behalf of themselves, all
17 others similarly situated, and the general public:

18 **I. INTRODUCTION**

19 2. Plaintiffs bring this class action lawsuit individually and on behalf of other
20 similarly situated persons who have been employed by WIZARDS OF THE COAST,
21 LLC (“Defendant” or “Wizards”) as “Judges” in connection with the fantasy role-
22 playing game “Magic: the Gathering” (“Magic”) in California and nationwide.
23 Plaintiffs and the putative class hereby seek compensation for unpaid minimum and
24 overtime wages, missed meal and rest breaks, failure to timely pay wages, failure to
25 furnish timely and accurate wage statements, failure to maintain accurate payroll
26 records, unreimbursed business expenses, for interest and penalties thereon, and for
27 reasonable attorneys’ fees and costs pursuant to the Fair Labor Standards Act of 1938,
28 29 U.S.C. § 201, *et seq.*, Cal. *Labor Code* §§ 218.5, 226, 1194, 2699, 2802, Cal. *Code of*

1 *Civil Procedure* § 1021.5, and Cal. *Business and Professions Code* § 17200. The acts
2 complained of herein occurred within the last four (4) years preceding the filing of the
3 Complaint, continue to the present, and will continue until enjoined by the Court.

4 **II. JURISDICTION AND VENUE**

5 3. This Court has original jurisdiction over the claims presented on the First
6 Cause of Action herein pursuant to the Act of June 25, 1938, ch 676, 52 Stat 1069, 29
7 USC Sections 201-219, known as the Fair Labor Standards Act ("the FLSA" or "the
8 Act"), a law of the United States regulating interstate commerce, and specifically under
9 the provisions of Section 16 of said act, as amended (29 U.S.C. § 216(b)).
10

11 4. This Court has diversity jurisdiction under the Class Action Fairness Act,
12 28 U.S.C. §1332(d), because this is a class action involving more than 100 class
13 members, the amount in controversy exceeds five million dollars exclusive of interest
14 and costs, and Plaintiffs and members of the class are citizens of states different from
15 the Defendant.

16 5. This Court has supplemental jurisdiction over the California State Law
17 claims pursuant to 28 U.S.C. § 1367(a) because the state law claims are so related to
18 claims in the action within this Court's original jurisdiction that they form part of the
19 same case or controversy under Article III of the United States Constitution.
20

21 6. Venue is appropriate in this Court under 28 U.S.C. § 139 because the
22 Defendant operates its business in this judicial district, having conducted at least three
23 large scale tournaments at which the Defendant employed in excess of 150 Judges and
24 numerous smaller tournaments that employed dozens of Judges all of whom were
25 employed by the Defendant within the Northern District over the past four years, such
26 that a substantial part of the events or omissions giving rise to the claims occurred in
27 this judicial district.
28

III. PARTIES

7. Plaintiff, ADAM SHAW, is a resident of Connecticut who worked as a Judge for Defendant from approximately 2005 to the present. At all times during his work as a Judge for Defendant, Defendant failed to pay minimum and overtime wages as required by the FLSA and the Cal. Labor Code, and failed to provide off-duty meal and rest periods or pay meal/rest premium compensation for missed or on-duty meal and rest periods, or reimburse his reasonably incurred business expenses, as required by the Cal. Labor Code. He has not been provided with accurate itemized wage statements because he has not been paid for any of the hours he worked. Additionally, Defendant has failed to keep accurate payroll records showing the actual number of hours he worked.

8. Plaintiff, PETER GOLIGHTLY, is a resident of California who worked as a Judge for Defendant from approximately 2011 to the present. At all times during his work as a Judge for Defendant, Defendant failed to pay minimum and overtime wages as required by the FLSA and the Cal. Labor Code, and failed to provide off-duty meal and rest periods or pay meal/rest premium compensation for missed or on-duty meal and rest periods, or reimburse his reasonably incurred business expenses, as required by the Cal. Labor Code. He has not been provided with accurate itemized wage statements because he has not been paid for any of the hours he worked. Additionally, Defendant has failed to keep accurate payroll records showing the actual number of hours he worked.

9. Plaintiff, JUSTIN TURNER, is a resident of Florida, California who worked as a Judge for Defendant from approximately 2010 to the present. At all times during his work as a Judge for Defendant, Defendant failed to pay minimum and overtime wages as required by the FLSA and the Cal. Labor Code, and failed to provide off-duty meal and rest periods or pay meal/rest premium compensation for missed or on-duty meal and rest periods, or reimburse his reasonably incurred business expenses, as required by the Cal. Labor Code. He has not been provided with accurate itemized

1 wage statements because he has not been paid for any of the hours he worked.

2 Additionally, Defendant has failed to keep accurate payroll records showing the actual
3 number of hours he worked.

4 10. Plaintiff, JOSHUA STANSFIELD, is a resident of California who worked
5 as a Judge for Defendant from approximately 2011 to the present. At all times during
6 his work as a Judge for Defendant, Defendant failed to pay minimum and overtime
7 wages as required by the FLSA and the Cal. Labor Code, and failed to provide off-duty
8 meal and rest periods or pay meal/rest premium compensation for missed or on-duty
9 meal and rest periods, or reimburse his reasonably incurred business expenses, as
10 required by the Cal. Labor Code. He has not been provided with accurate itemized
11 wage statements because he has not been paid for any of the hours he worked.
12 Additionally, Defendant has failed to keep accurate payroll records showing the actual
13 number of hours he worked.

14 11. Plaintiff, YONATAN KAMENSKY, is a resident of Boston who worked
15 as a Judge for Defendant from approximately August 2011 to the present. At all times
16 during his work as a Judge for Defendant, Defendant failed to pay minimum and
17 overtime wages as required by the FLSA and the Cal. Labor Code, and failed to provide
18 off-duty meal and rest periods or pay meal/rest premium compensation for missed or
19 on-duty meal and rest periods, or reimburse his reasonably incurred business expenses,
20 as required by the Cal. Labor Code. He has not been provided with accurate itemized
21 wage statements because he has not been paid for any of the hours he worked.
22 Additionally, Defendant has failed to keep accurate payroll records showing the actual
23 numbers of hours he worked.

24 12. Plaintiff, HESTER PRYNNE COATL, is a resident of Montreal, QC who
25 worked as a Judge for Defendant from approximately February 2013 to October 2014.
26 At all times during her work as a Judge for Defendant, Defendant failed to pay
27 minimum and overtime wages as required by the FLSA and the Cal. Labor Code, and
28 failed to provide off-duty meal and rest periods or pay meal/rest premium compensation

1 for missed or on-duty meal and rest periods, or reimburse her reasonably incurred
2 business expenses, as required by the Cal. Labor Code. She has not been provided with
3 accurate itemized wage statements because she has not been paid for any of the hours
4 she worked. Additionally, Defendant has failed to keep accurate payroll records
5 showing the actual numbers of hours she worked.

6 13. Plaintiff, MATT SAUERS, is a resident of Indiana who worked as a Judge
7 for Defendant from approximately 2008 to February 2018. At all times during his work
8 as a Judge for Defendant, Defendant failed to pay minimum and overtime wages as
9 required by the FLSA and the Cal. Labor Code and failed to provide off-duty meal and
10 rest periods or pay meal/rest premium compensation for missed or on-duty meal and rest
11 periods, or reimburse his reasonably incurred business expenses, as required by the Cal.
12 Labor Code. He has not been provided with accurate itemized wage statements because
13 he has not been paid for any of the hours he worked. Additionally, Defendant has failed
14 to keep accurate payroll records showing the actual numbers of hours he worked.

15 14. Plaintiff, GEOFF DEARING, is a resident Utah who worked as a Judge
16 for Defendant from approximately 1997 to January 2018. At all times during his work
17 as a Judge for Defendant, Defendant failed to pay minimum and overtime wages as
18 required by the FLSA and the Cal. Labor Code and failed to provide off-duty meal and
19 rest periods or pay meal/rest premium compensation for missed or on-duty meal and rest
20 periods, or reimburse his reasonably incurred business expenses, as required by the Cal.
21 Labor Code. He has not been provided with accurate itemized wage statements because
22 he has not been paid for any of the hours he worked. Additionally, Defendant has failed
23 to keep accurate payroll records showing the actual numbers of hours he worked.

24 15. Plaintiff, NIKO SKARTVEDT, is a United States citizen presently living in
25 Vancouver, BC. His domicile is Seattle, WA. He who worked as a Judge for Defendant
26 from approximately May 2009 to the present. At all times during his work as Judge for
27 Defendant, Defendant failed to pay minimum and overtime wages as required by the
28 FLSA and the Cal. Labor Code, and failed to provide off-duty meal and rest periods or

1 pay meal/rest premium compensation for missed or on-duty meal and rest periods, or
2 reimburse his reasonably incurred business expenses, as required by the Cal. Labor Code.
3 He has not been provided with accurate itemized wage statements because he has not been
4 paid for any of the hours he worked. Additionally, Defendant has failed to keep accurate
5 payroll records showing the actual numbers of hours he worked.

6 16. Plaintiff, ANDREJ SELIVRA, is a resident of Los Angeles, CA who worked
7 as a Judge for Defendant from approximately 2009 to the present. At all times during his
8 work as a Judge for Defendant, Defendant failed to pay minimum and overtime wages as
9 required by the FLSA and the Cal. Labor Code and failed to provide off-duty meal and
10 rest periods or pay meal/rest premium compensation for missed or on-duty meal and rest
11 periods, or reimburse his reasonably incurred business expenses, as required by the Cal.
12 Labor Code. He has not been provided with accurate itemized wage statements because
13 he has not been paid for any of the hours he worked. Additionally, Defendant has failed
14 to keep accurate payroll records showing the actual numbers of hours he worked.

15 17. Plaintiff BRIAN BRADSHAW is a resident of North Carolina, and has
16 worked as a Judge for Defendant from 2001 through the present. Although Mr.
17 Bradshaw primarily performed work for Defendant in North Carolina, he has worked as
18 a Judge for Defendants throughout the United States. At all times during Mr.
19 Bradshaw's work as a Judge for Defendant, Defendant failed to pay him minimum and
20 overtime wages as required by the FLSA. Throughout this complaint references to
21 "Judges" include Mr. Bradshaw.

22 18. Plaintiff, CASEY HANFORD, is a resident of Ballwin, MO who worked as
23 a Judge for Defendant from approximately October 2010 to the present. At all times
24 during his work as a Judge for Defendant, Defendant failed to pay minimum and
25 overtime wages as required by the FLSA and the Cal. Labor Code and failed to provide
26 off-duty meal and rest periods or pay meal/rest premium compensation for missed or
27 on-duty meal and rest periods, or reimburse his reasonably incurred business expenses,
28 as required by the Cal. Labor Code. He has not been provided with accurate itemized

1 wage statements because he has not been paid for any of the hours he worked.

2 Additionally, Defendant has failed to keep accurate payroll records showing the actual
3 numbers of hours he worked.

4 19. Plaintiff, JEFFREY HIGGINS, is a resident of West Linn, OR who worked
5 as a Judge for Defendant from approximately 2012 to the present. At all times during
6 his work as a Judge for Defendant, Defendant failed to pay minimum and overtime
7 wages as required by the FLSA and the Cal. Labor Code and failed to provide off-duty
8 meal and rest periods or pay meal/rest premium compensation for missed or on-duty
9 meal and rest periods, or reimburse his reasonably incurred business expenses, as
10 required by the Cal. Labor Code. He has not been provided with accurate itemized wage
11 statements because he has not been paid for any of the hours he worked. Additionally,
12 Defendant has failed to keep accurate payroll records showing the actual numbers of
13 hours he worked.

14 20. Plaintiff, BEN OTTESON, is a resident of Walla Walla, WA who worked
15 as a Judge for Defendant from approximately 2013 to the present. At all times during
16 his work as a Judge for Defendant, Defendant failed to pay minimum and overtime
17 wages as required by the FLSA and the Cal. Labor Code and failed to provide off-duty
18 meal and rest periods or pay meal/rest premium compensation for missed or on-duty
19 meal and rest periods, or reimburse his reasonably incurred business expenses, as
20 required by the Cal. Labor Code. He has not been provided with accurate itemized wage
21 statements because he has not been paid for any of the hours he worked. Additionally,
22 Defendant has failed to keep accurate payroll records showing the actual numbers of
23 hours he worked.

24 21. Plaintiff, BRUCE MILLS, is a resident of Roanoke, VA who worked as a
25 Judge for Defendant from approximately 2008 to October 2015. At all times during his
26 work as a Judge for Defendant, Defendant failed to pay minimum and overtime wages
27 as required by the FLSA and the Cal. Labor Code and failed to provide off-duty meal
28 and rest periods or pay meal/rest premium compensation for missed or on-duty meal and

1 rest periods, or reimburse his reasonably incurred business expenses, as required by the
2 Cal. Labor Code. He has not been provided with accurate itemized wage statements
3 because he has not been paid for any of the hours he worked. Additionally, Defendant
4 has failed to keep accurate payroll records showing the actual numbers of hours he
5 worked.

6 22. Plaintiff, STEPHEN HAGAN, is a resident of Belleville, IL who worked as
7 a Judge for Defendant from approximately December 2011 to present. At all times
8 during his work as a Judge for Defendant, Defendant failed to pay minimum and
9 overtime wages as required by the FLSA and the Cal. Labor Code and failed to provide
10 off-duty meal and rest periods or pay meal/rest premium compensation for missed or
11 on-duty meal and rest periods, or reimburse his reasonably incurred business expenses,
12 as required by the Cal. Labor Code. He has not been provided with accurate itemized
13 wage statements because he has not been paid for any of the hours he worked.
14 Additionally, Defendant has failed to keep accurate payroll records showing the actual
15 numbers of hours he worked.

16 23. Plaintiff, SAMUEL HANNA, is a resident of South Carolina who worked
17 as a Judge for Defendant from approximately September 2011 to December 2014. At all
18 times during his work as a Judge for Defendant, Defendant failed to pay minimum and
19 overtime wages as required by the FLSA and the Cal. Labor Code and failed to provide
20 off-duty meal and rest periods or pay meal/rest premium compensation for missed or
21 on-duty meal and rest periods, or reimburse his reasonably incurred business expenses,
22 as required by the Cal. Labor Code. He has not been provided with accurate itemized
23 wage statements because he has not been paid for any of the hours he worked.
24 Additionally, Defendant has failed to keep accurate payroll records showing the actual
25 numbers of hours he worked.

26 24. Plaintiff, ALEXEI GOUSEV, is a resident of California who worked as
27 Judge for Defendant from approximately January 2010 to approximately January 2016.
28 At all times during his work as a Judge for Defendant, Defendant failed to pay

1 minimum and overtime wages as required by the FLSA and the Cal. Labor Code and
2 failed to provide off-duty meal and rest periods or pay meal/rest premium compensation
3 for missed or on-duty meal and rest periods, or reimburse his reasonably incurred
4 business expenses, as required by the Cal. Labor Code. He has not been provided with
5 accurate itemized wage statements because he has not been paid for any of the hours he
6 worked. Additionally, Defendant has failed to keep accurate payroll records showing the
7 actual numbers of hours he worked.

8 25. Plaintiff, SCOTT NEIWERT, is a resident of Portland, Oregon who
9 worked as a Judge for Defendant from approximately 2011 to January 2018. At all times
10 during his work as a Judge for Defendant, Defendant failed to pay minimum and
11 overtime wages as required by the FLSA and the Cal. Labor Code and failed to provide
12 off-duty meal and rest periods or pay meal/rest premium compensation for missed or
13 on-duty meal and rest periods, or reimburse his reasonably incurred business expenses,
14 as required by the Cal. Labor Code. He has not been provided with accurate itemized
15 wage statements because he has not been paid for any of the hours he worked.
16 Additionally, Defendant has failed to keep accurate payroll records showing the actual
17 numbers of hours he worked.

18 26. Defendant, WIZARDS OF THE COAST, LLC is a Delaware Limited
19 Liability Company with its headquarters in Renton, Washington. Wizards is an
20 employer and owns/operates an industry, business, enterprise and/or establishment for
21 the purpose of selling games and game-related products and promoting events and
22 competitions (hereinafter the “Events”) throughout the State of California and
23 nationwide. Thus, Wizards is subject to the FLSA and the Cal. Labor Code and Cal.
24 Business and Professions Code.

25 IV. FACTUAL BACKGROUND

26 27. Wizards sells products based on a fantasy card-playing and collectible card
27 game known as Magic: the Gathering (“Magic”). Wizards generates an estimated
28 annual gross revenue in excess of two hundred fifty million dollars and is engaged in the

1 production of goods for interstate commerce and/or uses and handles goods which have
2 moved in interstate commerce as such terms are defined in the FLSA and is an employer
3 subject to the jurisdiction of the FLSA and the California Labor Code.
4

5 28. As part of its for-profit activities, Wizards organizes, promotes, sponsors
6 and administers an extensive and highly regulated system of Events for its customers.
7 The Events are created, controlled, and regulated by Wizards through its network of
8 Wizards-certified Judges. Events are used as a marketing tool to keep customers active
9 in playing Magic and to give Defendant a means to sell Magic products.

10 29. The activities necessary to conduct Wizards' Events are carried out by
11 Judges. Judges are certified by Wizards, are obligated to abide by Wizards' policies and
12 procedures, are required to perform labor necessary for Wizards' Events to function,
13 routinely fulfill duties and responsibilities including administration and oversight
14 regarding Magic gameplay, and evaluate and train other Judges, among other
15 employment activities. Defendant maintains and administers its nationwide network of
16 Judges through a progressive system of "Levels", from one to five, with increasing pre-
17 requisites, job duties, and scheduling and work requirements.

18 30. Becoming a Judge requires registering with Wizards, going through
19 training and testing, and documenting Magic game-play at Events. Acquiring and
20 maintaining certification as a Judge requires approximately twenty-five hours per month
21 per Judge level. Judges are expected to read and stay apprised of extensive
22 announcements, directives, instructions, rulings, and discussions disseminated by
23 Wizards through websites and emails, to provide their contact information to Wizards,
24 to create reports, to renew their certifications with regular testing, to recruit and train
25 other Judges, to provide detailed evaluations of other Judges, and to administer
26 Wizards' policies and procedures on Wizards' behalf.

27 31. Outside of Events, Wizards uses Judges as representatives to retailers and
28 players. Judges are expected to be available to provide customer service, instruction,

1 and support to retailers and players and to investigate and submit reports regarding
2 retailers' and players' compliance with Wizards policies. Wizards maintains a list of
3 Judges' contact information, certifications, and activities. Failure of a Judge to act in
4 accordance with Wizards policies at any time is considered a breach of the Judge's
5 certification that can and does result in disciplinary or other punitive measures against
6 the offending Judge by Wizards. Wizards does not pay Judges legally required
7 minimum or overtime wages or other minimum working condition benefits/pay for
8 work performed on behalf of Wizards – this policy/practice has been consistent for the
9 duration of the class period.

10 32. The work performed by Judges for the benefit of Wizards is performed
11 under close supervision and control by Wizards that creates an employer-employee
12 relationship which obligates Defendant to pay Plaintiffs and similarly situated Judges
13 wages compliant with the Fair Labor Standards Act and the California Labor Code,
14 including but not limited to minimum and overtime wages and wages for missed meal
15 and rest periods. Defendant, by creating an employer-employee relationship with
16 Plaintiffs and the Classes was also required to comply with other provisions of the
17 California Labor Code including the requirements to furnish accurate and timely wage
18 statements, maintain adequate payroll records, and reimburse reasonable employee
19 business expenses.

20 33. On information and belief, there are in excess of one thousand Judges
21 throughout the United States. Judges are not paid wages, given meal or rest breaks,
22 given timely or accurate wage statements, or fully reimbursed for their business
23 expenses. Defendant has also systematically failed to record the actual hours worked by
24 Plaintiffs and similarly situated Judges. As a result, Defendant failed to itemize the total
25 hours worked and did not furnish any form of wage statement to Plaintiffs or similarly
26 situated Judges. Plaintiffs are informed and on that basis allege that Defendant has not
27 properly maintained payroll records showing the actual hours worked each day by
28 Judges, including Plaintiffs.

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V. CLASS ACTION ALLEGATIONS

34. Plaintiffs bring this action on behalf of themselves and all similarly situated Judges as a class action pursuant to Fed. Rule Civ. P. 23 and California Code of Civil Procedure § 382. The classes Plaintiffs seek to represent are defined as follows:

NATIONWIDE CLASSES (the “Classes”)

All persons domiciled in the United States who worked as Judges at a “competitive” or “professional” level Magic: the Gathering Event in the United States during the period commencing three years from the filing of this action through the entry of final judgment.

All persons domiciled in the United States who worked as Judges at an “amateur” level Magic: the Gathering Event in the United States during the period commencing three years from the filing of this action through the entry of final judgment.

CALIFORNIA CLASSES (the “Sub-Classes”)

All persons domiciled in the United States who worked as Judges at a “competitive” or “professional” level Magic: the Gathering Event in California during the period commencing four years from the filing of this action through the entry of final judgment in this action.

All persons domiciled in the United States who worked as Judges at an “amateur” level Magic: the Gathering Event in California during the period commencing four years from the filing of this action through the entry of final judgment in this action.

35. The Classes and the Sub-Classes are referred to collectively herein as the “Classes.” Excluded from the Classes are Defendants in this action, any entity in which Defendants have a controlling interest, including, but not limited to officers, directors, shareholders, current employees and any and all legal representatives, heirs, successors, and assigns of Defendants.

1 36. There is a well-defined community of interest in this litigation and the class
2 is easily ascertainable:

3
4 A. Numerosity: The members of the Classes are so numerous that joinder of
5 all members is impracticable. While the exact number of members of the Classes can
6 only be ascertained through discovery, Plaintiffs believe that hundreds of Californians
7 and thousands of United States citizens have been subject to wage theft as Judges
8 employed by Wizards such that, on information and belief, there are over one thousand
9 members of the Classes and over three hundred members of the Sub-Classes.

10 B. Typicality: Plaintiffs' claims are typical of the claims of the Classes.
11 Plaintiffs and members of the Classes sustained damages arising out of the Defendant's
12 common course of conduct in violation of the law as alleged herein, all of which
13 emanates from the highest level of management at the Defendant's corporate
14 headquarters and applies uniformly to the Classes across the country. The damages of
15 each member of the Classes were caused directly by the Defendant's wrongful conduct
16 as alleged herein and are/were common to all members of the Classes.

17
18 C. Adequacy: Plaintiffs do not have a conflict with the Classes and are
19 qualified to and will fairly and adequately protect the interests of each member of the
20 class with whom they have a well- defined community of interest and typicality of
21 claims, as alleged herein. Plaintiffs acknowledge that they have an obligation to the
22 Court to make known any relationship, conflict, or differences vis-à-vis any class
23 member. Plaintiffs' attorneys and proposed class counsel are well versed in the rules
24 governing class action and complex litigation regarding discovery, certification, and
25 settlement.

26 D. Superiority: A class action is superior to other available means for the fair
27 and efficient adjudication of this controversy and will result in a substantial benefit to
28 the Classes, the public and the Court. The likelihood of individual class members

1 prosecuting separate claims is remote, and individual members of the Classes do not
2 have a significant interest in individually controlling the prosecution of separate actions.
3 Because the damages suffered by individual class members is often relatively small, the
4 expenses and burden of individual litigation would make it difficult, if not impossible,
5 for individual members of the Classes to redress the wrongs done to them. The cost to
6 the judicial system of the adjudication of many individualized claims would be
7 substantial whereas the litigation of these claims simultaneously as a class action will
8 result in substantial savings of judicial resources. Furthermore, the prosecution of
9 separate actions by individual class members would create a risk of inconsistent and
10 varying adjudications concerning the subject of this action, which adjudications could
11 establish incompatible standards of conduct for defendants under the law alleged herein.
12 Class treatment will permit a large number of similarly situated persons to prosecute
13 common claims in a single forum simultaneously, efficiently and without unnecessary
14 duplication of effort and expense that individual actions would engender. Class
15 treatment will enable the class members to redress the wrongs done to them and to serve
16 the public interest by ensuring that defendants' conduct be punished and enjoined from
17 future repetition. Class treatment will thus result in the most fair and efficient
18 adjudication of this controversy, as well as conferring substantial benefits on the
19 litigants, the public and the Court.

20
21 E. Ascertainability: The proposed Classes consist of readily ascertainable
22 persons. The entire membership of the Classes is unknown to Plaintiffs at this time,
23 however, the identities of class members is readily ascertainable via inspection of
24 Defendant's extensive electronic data systems and other record-keeping regarding
25 Judges.

26 37. Manageability of Class: The nature of this action and the nature of laws
27 available to Plaintiffs make use of the class action format a particularly efficient and
28 appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein.

Specifically, Defendant maintains all records necessary to identify each and every class member. Plaintiffs are also informed and believe, and based thereon allege, that Defendant keeps detailed records of the identity of the class members, their contact information, and the Magic events at which each individual class member worked. To the extent the Defendant maintains inadequate records, or has not retained records, Plaintiff proposes surveys, representative testimony of class members, and record sampling done on a statistically significant and randomized basis to prove each claim as hereinafter alleged. Initial investigation shows a clear and common pattern and practice of labor law violations that have been utilized by the Defendant to reduce labor costs and increase profitability. Further, Defendant has implemented its uniform practice of wage theft on a class-wide basis to gain an unfair competitive advantage over other sellers of game and game-related products. The unpaid wages in this case are easily capable of being estimated, in part, by reference to Wizards' databases that record, *inter alia*, the number of events judged by each class member. The damages for unreimbursed business expenses can be determined based on surveys and representative testimony. The damages suffered by Plaintiffs and those similarly situated can be determined utilizing the survey and sampling methodology approved by the Court in *Tyson Foods, Inc. v. Bouaphakeo*. Plaintiff and the members of the Classes are entitled to monies and information unlawfully withheld from them by Defendant. Further, the public is entitled to restitution and disgorgement of those funds being improperly withheld by Defendant. This action is brought for the benefit of the public, for the benefit of the affected employees, to promote the public policy of the State of California to protect employee wages and to prevent unfair competition.

38. There are common questions of law and fact as to the Classes that predominate over questions affecting only individual members, including but not limited to:

- A. Whether Wizards has engaged in an unlawful business practice;
- B. Whether Wizards is engaged in wage theft on a class-wide basis;

- 1 C. Whether Wizards improperly classified Judges as “volunteers” on a class-
2 wide basis;
- 3 D. Whether Wizards has failed to pay minimum wages due and owed;
- 4 E. Whether Wizards has failed to pay overtime wages due and owed;
- 5 F. Whether Wizards failed to maintain complete and accurate employment
6 and payroll records regarding all work performed;
- 7 G. Whether Wizards failed to issue legally compliant Wage Statements;
- 8 H. Whether Wizards deprived Judges of legally required meal breaks;
- 9 I. Whether Wizards deprived Judges of legally required rest breaks;
- 10 J. Whether Wizards failed to reimburse reasonable business expenses to
11 employees that were incurred in the course and scope of employment;
- 12 K. Whether a for-profit company can evade labor laws through use of unpaid
13 volunteer labor;
- 14 L. Whether Wizards is an employer of Plaintiffs and the Classes within the
15 meaning of Fair Labor Standards Act and the California Labor Code;
- 16 M. Whether Defendant’s failure to compensate Plaintiff and the Classes
17 violates federal and state minimum and overtime wage laws;
- 18 N. Whether Defendant’s failure to provide meal and rest periods to Plaintiff
19 and the Classes violates the California Labor Code;
- 20 O. Whether Defendant’s failure to furnish timely and accurate wage
21 statements violates the California Labor Code;
- 22 P. Whether Defendant’s failure to maintain adequate payroll records violates
23 the California Labor Code;
- 24 Q. Whether Defendant was required, under the California Labor Code, to
25 reimburse Plaintiff and the Class for their necessary business expenses; and
- 26 R. Whether Defendant’s California Labor Code violations constitute unlawful,
27 unfair, and/or fraudulent business practices, under Business & Professions
28 Code § 17200, *et seq.*

1 39. Were if not for this class action, most class members would find the cost
2 associated with litigating claims prohibitive, which would result in no remedy to this
3 widespread and ongoing harm.
4

5 40. This class action would serve to preserve judicial resources, the respective
6 parties' resources, and present fewer issues with the overall management of claims,
7 while at the same time ensuring a consistent result as to each class member.
8

9 41. Plaintiffs, pursuant to the applicable California Rules of Court, may hereby
10 amend and further modify the classes described herein into divisions for particular
11 issues.
12

FIRST CAUSE OF ACTION
(Violations of Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*)
[By Plaintiffs and the Classes against the Defendant]
14

15 42. Plaintiffs re-allege each of the foregoing paragraphs of this Complaint as
16 though fully set forth herein.

17 43. The Defendant failed to pay the individual Plaintiffs any compensation for
18 the work and labor they performed for the Defendant as employees of the Defendant at
19 Magic Events, which work directly benefitted and inured to the benefit of the Defendant
20 in its for-profit business.

21 44. The Defendant failed to pay numerous other persons who are similarly
22 situated to the individual Plaintiffs any compensation for the work and labor such other
23 similarly situated persons performed for the Defendant as employees of the Defendant
24 at Magic events, which work directly benefitted and inured to the benefit of the
25 Defendant in its for-profit business.

26 45. The labor and services performed by the individual Plaintiffs and the
27 persons similarly situated to the individual Plaintiffs were directly essential to the sale
28 and use of various goods which moved in interstate commerce and/or such labor and

1 services involved the use of goods which have moved in interstate commerce and all
2 such persons therefor were engaged in commerce or in the production of goods for
3 commerce as those terms are used in the FLSA while employed by the Defendant.

4 46. The individual Plaintiffs are owed unpaid minimum wages and overtime
5 wages from the Defendant pursuant to 20 U.S.C. §§ 206, 207 in an amount which will
6 be determined upon review of the Defendant's records and/or at the trial of this action.

7 47. The number of persons similarly situated to the individual Plaintiffs, and
8 the names of such persons, is unknown, but such persons, upon information and belief,
9 number 1,000 or more and such persons, who will be identified once discovery is had in
10 this case and upon review of the Defendant's records, are owed unpaid minimum wages
11 and overtime wages from the Defendant pursuant to 29 U.S.C. §§ 206, 207 in an amount
12 which will be determined upon a review of the Defendant's records and/or at the trial of
13 this action.

14 48. The Defendant's violations of the FLSA have, at all times herein, been
15 knowing and willful.

16 49. As a result of the foregoing, the individual Plaintiffs seek judgment against
17 the Defendants on their own behalf and on behalf of those similarly situated persons and
18 member of the Classes for all unpaid minimum wages and overtime wages owed by the
19 Defendants, together with an award of an additional equal amount as liquidated
20 damages, and costs, interest, and attorney's fees, as provided for under 29 U.S.C. §
21 216(b).

22 **SECOND CAUSE OF ACTION**

23 (Failure to Pay Minimum Wages in Violation of California Labor
24 Code §§ 204, 1182.12, 1194, 1197, and Applicable IWC Wage Orders)
25 [By Plaintiffs and the Sub-Classes against the Defendant]

26
27 50. Plaintiffs re-allege each paragraph of this Complaint as though fully set
28 forth herein.

53. Plaintiffs and similarly situated Judges performed work on behalf of Defendant without monetary compensation, during the course of their employment, as required by Labor Code §§ 204, 1182.12, 1194, 1197 and Applicable IWC Wage Orders.

THIRD CAUSE OF ACTION

55. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth herein.

56. Labor Code § 510 and the “Hours & Days of Work” Section of the Applicable IWC Wage Orders entitles non-exempt employees to one and one-half times their hourly pay for any and all hours worked in excess of eight (8) hours up to and

1 including twelve (12) hours in any work day, for the first eight (8) hours worked on the
 2 seventh (7th) consecutive day of work in a work week, and for any work in excess of
 3 forty (40) hours in any one work week.

4 57. At Defendant's Events, Plaintiffs and similarly situated Judges regularly
 5 worked in excess of eight (8) hours per day without compensation.

6 58. By failing to pay overtime compensation to Plaintiffs and similarly situated
 7 Judges, Defendant violated and continues to violate Labor Code §§ 204, 510 and
 8 Applicable IWC Wage Orders.

9 59. As a result of Defendant's unlawful acts, Plaintiffs and similarly situated
 10 Judges have been deprived of overtime compensation in an amount to be determined at
 11 trial, and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees
 12 and costs under, *inter alia*, Labor Code § 1194.

13 **FOURTH CAUSE OF ACTION**

14 (Failure to Provide Mandated Meal Periods in Violation of
 15 California Labor Code §§ 226.7, 512, and Applicable IWC Wage Orders)
 16 [By Plaintiffs and the Sub-Classes against the Defendant]

17 60. Plaintiffs re-allege each paragraph of this Complaint as though fully set
 18 forth herein.

19 61. Defendant failed to maintain a policy of providing meal breaks as required
 20 by Labor Code §§ 226.7, 512 and Applicable IWC Wage Orders.

21 62. Since at least four years prior to the filing of this action, Plaintiffs and
 22 similarly situated Judges have worked in excess of five (5) hours and at times ten (10)
 23 hours a day without being provided at least half hour meal periods in which they were
 24 relieved of their duties, as required by Labor Code §§ 226.7 and 512 and Applicable
 25 IWC Wage Orders.

26 63. Because Defendant failed to provide proper meal periods, it is liable to
 27 Plaintiffs and similarly situated Judges for one hour of additional pay at the regular rate
 28

1 of compensation for each work day that the proper meal periods were not provided,
 2 pursuant to Labor Code § 226.7 and Applicable IWC Wage Orders, as well as interest
 3 thereon, plus reasonable attorneys' fees and costs of suit.
 4

5 **FIFTH CAUSE OF ACTION**

6 (Failure to Provide Mandated Rest Periods in Violation of
 7 California Labor Code § 226.7 and Applicable IWC Wage Orders)
 8 [By Plaintiffs and the Sub-Classes Against the Defendant]

9 64. Plaintiffs re-allege each paragraph of this Complaint as though fully set
 10 forth herein.

11 65. Since at least four years prior to the commencement of this action,
 12 Plaintiffs and similarly situated Judges have regularly worked without any rest periods
 13 that are required by Applicable IWC Wage Orders. *See Brinker*, 53 Cal. 4th at 1029
 14 ("Employees are entitled to 10 minutes rest for shifts from three and one-half to six
 15 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes
 16 for shifts of more than 10 hours up to 14 hours, and so on.").

17 66. Because Defendant failed to provide proper rest periods, it is liable to
 18 Plaintiffs and similarly situated Judges for one hour of additional pay at the regular rate
 19 of compensation for each workday that the proper rest periods were not provided,
 20 pursuant to Labor Code § 226.7 and Applicable IWC Wage Orders, as well as interest
 21 thereon, plus reasonable attorneys' fees and costs of suit.

22 **SIXTH CAUSE OF ACTION**

23 (Failure to Reimburse for Business Expenses
 24 in Violation of California Labor Code § 2802)
 25 [By Plaintiffs and the Sub-Classes Against the Defendant]

26 67. Plaintiffs re-allege each paragraph of this Complaint as though fully set
 27 forth herein.
 28

1 68. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or her duties.”

4 69. Beginning at least three years prior to the filing of this complaint, in order
5 to discharge his Judge-related duties for Defendant, Plaintiffs and similarly situated
6 Judges have incurred expenses during two to three-day tournaments, such as for meals
7 and laundering the single uniform provided to each Judge, which were not reimbursed
8 by Defendant.

9 70. Plaintiffs and similarly situated Judges are entitled to reimbursement for
10 these necessary expenditures, plus interest and attorneys’ fees and costs, under Labor
11 Code § 2802.

12
13 **SEVENTH CAUSE OF ACTION**

14 (Late Payment of Wages in Violation of California Labor Code § 204)
15 [By Plaintiffs and the Sub-Classes Against the Defendants]

16 71. Plaintiffs re-allege each paragraph of this Complaint as though fully set
17 forth herein.

18 72. At all relevant times, Labor Code § 204 provides that all wages earned by
19 any person in any employment between the 1st and the 15th days, inclusive, of any
20 calendar month, other than those wages due upon termination of an employee, are due
21 and payable between the 16th and the 26th day of the month during which the labor was
22 performed.

23 73. At all relevant times, Labor Code § 204 provides that all wages earned by
24 any person in any employment between the 16th and the last day, inclusive, of any
25 calendar month, other than those wages due upon termination of an employee, are due
26 and payable between the 1st and the 10th day of the following month.

75. During the relevant time period, Defendant willfully failed to pay Plaintiffs and similarly situated Judges all wages due to them, including but not limited to minimum and overtime wages, wages for missed meal and rest breaks, and necessary business-related costs and expenses, within any time period permissible by Labor Code § 204.

76. Plaintiffs and similarly situated Judges are entitled to recover all remedies available for violations of Labor Code § 204, including Labor Code § 210, which provides that every person who fails to pay the wages of each employee in violation of Labor Code § 204 shall be subjected to a civil penalty of one hundred dollars (\$100) for each initial violation and two hundred dollars (\$200) for each subsequent violation, plus twenty-five percent (25%) of the amount withheld.

(Failure to Furnish Timely and Accurate Itemized Wage Statements
in Violation of California Labor Code §§ 226, 226.3)
[By Plaintiffs and the Sub-Classes Against the Defendant]

77. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth herein.

78. Labor Code § 226 requires an employer to furnish its employees with an accurate itemized statement in writing showing, among other things: (1) gross wages earned; (2) total hours worked by each respective individual; (3) all deductions; (4) net wages earned; (5) inclusive dates of the period for which the employee is paid; (6) the name of the employee and an employee identification or social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked by each respective individual.

1 79. As a pattern and practice, in violation of Labor Code § 226(a), Defendant
2 did not provide Plaintiffs or similarly situated Judges with accurate itemized wage
3 statements in writing showing: (1) regular rate of pay; (2) number of hours worked;
4 (3) gross wages earned; (4) net wages earned; (5) inclusive dates of the period for which
5 the employee is paid; (6) the name of the employee and an employee identification or
6 social security number; (7) the name and address of the legal entity that is the employer;
7 and (8) all applicable hourly rates in effect during each respective pay period and the
8 corresponding number of hours worked by each respective individual. Specifically,
9 Defendant issued no pay statements whatsoever.

10 80. Defendant has knowingly and intentionally failed to comply with Labor
11 Code § 226(a) on each and every wage statement provided to Plaintiffs and Sub-Class
12 Members.

13 81. Pursuant to Labor Code § 226(e), the Plaintiffs and similarly situated
14 Judges are entitled to penalties as follows:

- 15 a. Fifty dollars (\$50.00) per employee for the initial pay period in
16 which a violation occurs;
- 17 b. One hundred dollars (\$100.00) per employee for each violation in a
18 subsequent pay period, not to exceed \$4,000 per claimant; and
- 19 c. Pursuant to Labor Code § 226(g), the Plaintiff and similarly situated
20 Judges are entitled to injunctive relief to ensure Defendant's
21 compliance with Labor Code § 226.

22 82. Additionally, Labor Code § 226.3 imposes a civil penalty in addition to any
23 other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved
24 employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
25 employee for each subsequent violation of Labor Code § 226(a).

26 83. The Plaintiffs and similarly situated Judges are entitled to an award of costs
27 and reasonable attorneys' fees under Labor Code § 226(h).
28

NINTH CAUSE OF ACTION

(Unfair Business Practices in Violation of
California Bus. & Prof. Code §§ 17200 *et seq.*)

[By Plaintiffs and the Sub-Classes Against the Defendant]

84. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth herein.

85. Plaintiff brings this cause of action individually and as a representative of all other Judges subject to Defendant's unlawful acts and practices.

86. Business and Professions Code § 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

87. Business and Professions Code § 17204 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the Unfair Competition Law.

88. Beginning at least four years prior to the filing of this action, and continuing to the present, Defendant has committed unlawful, unfair, and/or fraudulent business acts and practices against Plaintiffs and the Sub-Classes as defined by Business and Professions Code § 17200 by failing to pay minimum and overtime wages, provide meal and rest breaks, pay wages on time, furnish timely and accurate wage statements, maintain accurate payroll records, and reimburse business expenses in violation of state law and the FLSA.

89. Beginning at least four years prior to the filing of this action, and continuing to the present, Defendant has committed unfair, deceptive and/or misleading business acts and practices against Plaintiffs and the Sub-Classes as defined by Business and Professions Code § 17200 by misrepresenting and/or knowingly allowing them to work as employees for Wizards under the false belief that they are "volunteers," that they work for a "non-profit," that the Judging program is "separate" from Wizards, that they are "not employees" of Wizards, and/or that they are not entitled to compensation or reimbursement of expenses in connection with the work they do for Wizards.

1 b. Two hundred dollars (\$200.00) for each aggrieved employee per pay
2
3 period for each subsequent violation.

4 95. Labor Code § 2699.3(a) states in pertinent part: “A civil action by an
5 aggrieved employee pursuant to subdivision (a) or (f) of § 2699 alleging a violation of
6 any provision listed in § 2699.5 shall commence only after the following requirements
7 have been met: (1) The aggrieved employee or representative shall give written notice
8 by certified mail to the Labor and Workforce Development Agency and the employer of
9 the specific provisions of this code alleged to have been violated, including the facts and
10 theories to support the alleged violation.”

11
12 96. On April 29, 2016, Plaintiff complied with Labor Code section 2699.3(a) in
13 that Plaintiff gave written notice by certified mail to the Labor and Workforce
14 Development Agency (“LWDA”) and to Defendant that described in detail the specific
15 provisions of the Labor Code alleged to have been violated, including the facts and
16 theories to support the alleged violations. Attached hereto as Exhibit “1” is Plaintiffs’
17 LWDA letter, which includes facts supporting PAGA penalties pursuant to violations of
18 California Labor Code §§ 200-204, 226, 226.7, 500-508, 510, 512, 515, 558, 1194,
19 1197, 1198, 2802 and 2810.5.

20 97. Labor Code § 2699.3(a) further states in pertinent part: “(2)(A) The agency
21 shall notify the employer and the aggrieved employee or representative by certified mail
22 that it does not intend to investigate the alleged violation within 30 calendar days of the
23 postmark date of the notice received pursuant to paragraph (1). Upon receipt of that
24 notice or if no notice is provided within 33 calendar days of the postmark date of the
25 notice given pursuant to paragraph (1), the aggrieved employee may commence a civil
26 action pursuant to section 2699.”

1 98. Plaintiffs have received no notice from the LWDA in response to the
2 LWDA demand letter, and therefore the instant PAGA action is ripe. Pursuant to Labor
3 Code § 2699(a) Plaintiffs seek to recover civil penalties for which Defendant is liable
4 due to numerous Labor Code violations as set forth in this Complaint.
5

6 99. Defendant failed to pay wages for all hours worked in violation of Labor
7 Code §§ 1182, 1182.12, 1194, 1197, 1197.1 and 1198.
8

9 100. Defendant's policies and practices are to refuse to pay all wages owed,
10 refuse to pay any wages for time worked, and failure to pay wages for all hours worked
11 at the correct overtime rate as required by Labor Code §§ 1182, 1182.12, 1197, 1194
12 and 1198. These constitute violations of Labor Code §§ 1182, 1182.12, 1197, 1194 and
13 1198.

14 101. Defendant violated Labor Code §§ 510, 1194, 1198, and 558 for failure to
15 pay all wages owed including overtime. Labor Code § 510 and Applicable IWC Wage
16 Orders provide that employees working for more than eight (8) hours in a day or forty
17 (40) hours in a work week are entitled to overtime compensation at the rate of one and
18 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in
19 a day or forty (40) hours in a work week. An employee who works more than twelve
20 (12) hours in a day or more than eight (8) hours on the seventh day in a workweek is
21 entitled to overtime compensation at a rate of twice the regular rate of pay. Plaintiff and
22 on information and belief all other aggrieved employees routinely worked in excess of
23 eight (8) hours in a day and/or forty (40) hours in a week. Defendants' failure to pay
24 Plaintiff and all other aggrieved employees the unpaid balance of premium overtime
25 compensation violates the provisions of Labor Code §§ 510, 1194, 1198, and 558 as
26 well as Applicable IWC Wage Orders, and therefore gives rise to civil penalties under
27 PAGA.
28

1 102. Defendants violated Labor Code §§ 512 and 226.7 for failing to provide
2 timely, uninterrupted meal periods or compensation in lieu thereof. Pursuant to Labor
3 Code § 512, no employer shall employ an employee for a work period of more than five
4 (5) hours without providing a meal break of not less than thirty (30) minutes in which
5 the employee is relieved of all of his or her duties. An employer may not employ an
6 employee for a work period of more than ten (10) hours per day without providing a
7 meal break of not less than thirty (30) minutes in which the employee is relieved of all
8 of his or her duties. An employer may not employ an employee for a work period of
9 more than ten (10) hours per day without providing the employee with a second meal
10 period of not less than thirty (30) minutes, except that if the total hours worked is no
11 more than twelve (12) hours, the second meal period may be waived by mutual consent
12 of the employer and the employee only if the first meal period was not waived.
13 Defendant implemented and enforced policies and practices, which pressured or
14 required employees to work during their meal periods, to forego their meal periods,
15 and/or to return to work from meal periods prior to thirty (30) uninterrupted minutes. As
16 a proximate result of the aforementioned violations, Plaintiffs and all other aggrieved
17 employees have been damaged in an amount according to proof at time of trial.
18 Plaintiffs and on information and belief all aggrieved employees were systematically not
19 permitted or authorized to take one (1) ten (10) minute rest period for every four (4)
20 hours worked or major fraction thereof, which is a violation of the Labor Code and
21 Applicable IWC Wage Orders. On shifts where Plaintiffs worked in excess of three and
22 half hours, they were routinely not permitted and authorized to take lawful rest periods.
23 Plaintiffs and on information and belief all other aggrieved employees were not
24 compensated with one hour of wages for every day in which a rest period was missed or
25 untimely as a result of Defendant's policies, practices, or work demands. By failing to
26 authorize and permit a ten-minute rest period for every four (4) hours or major fraction
27 thereof worked per day by its non-exempt employees, and by failing to provide
28 compensation for such non-provided or shortened rest periods, as alleged above,

1 Defendant willfully violated the provisions of Labor Code §§ 226.7, 512 and Applicable
2 IWC Wage Orders.

3
4 103. Defendant also violated Labor Code §§ 204 and 210 by failing to pay
5 wages earned by any person in any employment are due and payable twice during each
6 calendar month on days designated in advance by the employer as the regular paydays.
7 Defendant is subject to civil penalties under Labor Code sections 204 and 210. In
8 addition, Defendant violated Labor Code §§ 245-249 for failing to pay wages to
9 employees related to sick days accrued while employed and failing to maintain records
10 of all hours worked in relation to sick days accrued.

11 104. Defendant also willfully violated Labor Code §§ 201-203 by failing to
12 provide all owed wages at separation from employment. Labor Code §§ 201 and 202
13 require Defendants to pay their employees all wages due either at time of firing, or
14 within seventy-two (72) hours of voluntary separation, if not sooner. Section 203 of the
15 Labor Code provides that if an employer willfully fails to timely pay such wages, the
16 employer must, as a penalty, continue to pay the subject employee's wages until the
17 back wages are paid in full or an action is commenced. The penalty cannot exceed thirty
18 (30) days of wages. Plaintiffs and all other aggrieved employees who were separated
19 from employment are entitled to compensation for all forms of wages earned, including
20 but not limited to unpaid overtime compensation and compensation for non-provided
21 meal and rest periods, but to date have not received such compensation, therefore
22 entitling them to civil penalties under PAGA for violations of Labor Code §§ 201-203.

23
24 105. Defendant also violated Labor Code §§ 226 and 226.3, which requires
25 wage statements to list "all applicable hourly rates in effect during the pay period and
26 the corresponding number of hours worked at each hourly rate by the employee."
27 Defendant knowingly and intentionally failed to comply with Labor Code § 226(a) on
28 wage statements which should have been properly provided to Plaintiffs and all other

1 aggrieved employees, and such violations flow from Defendant's improper policies and
2 practices, the implementation and enforcement thereof by Defendant, and the violations
3 alleged in the preceding causes of action and herein. In order to determine if they had
4 been paid the correct amount and rate for all hours worked, Plaintiffs and all other
5 aggrieved employees have been, would have been, and are compelled to try to discover
6 the required information missing from their wage statements and to perform calculations
7 in light of the inaccuracies and incompleteness of the wage statements Defendant
8 provided to them. Given the violations addressed above and the resulting inaccuracies
9 in the wage statements provided by Defendant to Plaintiffs and the Sub-Classes,
10 Defendant has made it very difficult, if not impossible, to accurately determine from the
11 wage statements themselves such important items of information as the appropriate pay
12 rate to apply to their hours worked. Defendant's Labor Code §§ 226 and 226.3
13 violations further injured aggrieved employees by rendering them unaware of the full
14 compensation to which there were entitled under applicable provisions of the California
15 Labor Code and Applicable IWC Wage Orders, and Defendant's aggrieved employees
16 have been accordingly rendered unaware of how to calculate such compensation.
17 Pursuant to Labor Code § 226(a), and in light of Defendant's violations addressed
18 above, Plaintiffs and all other aggrieved employees are each entitled to recover civil
19 penalties pursuant to PAGA.
20

21 106. As such, Plaintiffs have complied with Labor Code § 2699.3(a) and have
22 been given authorization there from to commence this civil action, which includes a
23 cause of action pursuant to Labor Code § 2699, *et seq.*

24 **DEMAND FOR JURY TRIAL**

25 Plaintiffs hereby request a trial by jury for all claims so triable.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs, individually and on behalf of the proposed Class and
28 Sub-Class, pray for judgment against Defendant as follows:

1 1. That the Court determine that this action may be maintained as a class
2 action;

3 2. That the Court declare that Defendant's policies and/or practices of failing
4 to pay minimum and overtime wages violate the FLSA;

5 3. That the Court declare that Defendant's policies and/or practices of failing
6 to pay minimum and overtime wages violate California law;

7 4. That the Court declare that Defendant's policies and/or practices of failing
8 to provide meal and rest breaks violate California law;

9 5. That the Court declare that Defendant's policies and/or practices of failing
10 to timely pay wages violate California law;

11 6. That the Court declare that Defendant's policies and/or practices of failing
12 to furnish timely and accurate wage statements violate California law;

13 7. That the Court declare that Defendant's policies and/or practices of failing
14 to maintain accurate payroll records violate California law;

15 8. That the Court declare that Defendant's policies and/or practices violate
16 California law by failing to reimburse all business expenses incurred by Judges in the
17 discharge of their duties as employees of Defendant;

18 9. That the Court declare that Defendant's above-mentioned policies and/or
19 practices violate Business and Professions Code § 17200, *et seq.*;

20 10. An order preliminarily and permanently enjoining Defendant from
21 engaging in the practices challenged herein;

22 11. A mandatory injunction requiring Wizards to incorporate a separate non-
23 profit recreational gaming entity that could lawfully utilize unpaid volunteers;

24 12. An award to the Plaintiffs and the Sub-Class of all unpaid minimum and
25 overtime wages, liquidated damages under California Labor Code § 1194.2, wages
26 under California Labor Code § 226.7 for each missed meal or rest period, and
27 unreimbursed business expenses, and interest thereon, they are owed, subject to proof at
28 trial;

- 1 13. Compensatory damages in an amount according to proof;
- 2 14. Economic damages in an amount according to proof;
- 3 15. Interest accrued to date under the California Labor Code, including under
- 4 Labor Code §§ 204, 218.6, 221, 226.7, 510, and 2802;
- 5 16. Costs of suit incurred herein under the California Labor Code;
- 6 17. Reasonable attorneys' fees, including under California Labor Code
- 7 §§ 218.5, 226, 1194, 2699, 2802, and Civ. Code § 1021.5, and/or other applicable law;
- 8 18. For an order that Defendant make restitution to Plaintiffs and the Classes
- 9 identified herein due to their unlawful business practices as described herein pursuant to
- 10 California Business and Professions Code §§ 17200-17205;
- 11 19. For penalties pursuant to the California Private Attorney General Act,
- 12 according to proof; and
- 13 20. Such other and further relief that the Court may deem just and proper.
- 14

15 Dated: June 8, 2018

RIGHETTI GLUGOSKI, PC

17 By: /s/ Matt Righetti
18 Matt Righetti, Esq.,
19 Attorneys for Plaintiffs
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